

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

DRYWALL INSTALLER/LATHER (CARPENTER)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,
TUOLUMNE, YOLO AND YUBA COUNTIES

2007-2012 DRYWALL/LATHING MASTER LABOR AGREEMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 19th day of JUNE, 2007, extends the current Master Labor Agreement between the Northern California Drywall Contractors Association (NCDCA) and the Carpenters 48 Northern California Counties Conference Board through July 31, 2012 and provides the following modifications to the 2003-2008 NCDCA/Drywall/Lathing Master Labor Agreement:

Agreement shall be effective August 1, 2007 through July 31, 2012.

Wage and fringe benefit increases are as follows:

RECEIVED
Department of Industrial Relations

JUN 28 2007

Div. of Labor Statistics & Research
Chief's Office

July 1/August 1, 2007 -

All Areas - \$2.245

\$1.00 to be allocated to Wages

\$.995 to be allocated to Health & Welfare

\$.20 to be allocated to Pension

\$.05 to be allocated to Vacation

(+.06 to Work fees: see cover letter 6/27/07 from union) *lt*

For extended employers, waive \$.50 previously allocated to Building Industry Trust.

Area 1: Counties of: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma

Area 2: Counties of: Monterey, San Benito and Santa Cruz

Area 3: Counties of: Sacramento, Yolo, San Joaquin, Western Placer** and Western El Dorado**

Area 4: Counties of: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Eastern El Dorado**, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Eastern Placer**, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba

** Western Placer County includes territory West of and including Highway 49. Western El Dorado County includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

July 1/August 1, 2008 -

All Areas - \$2.80

\$1.50 to be allocated to Wages

\$.50 to be allocated to Health & Welfare

\$.50 to be allocated to Pension / \$.25 to be allocated to Senior S/S Pension *

\$.25 to be allocated to Vacation

\$.05 to be allocated to Training

324 [+ .07 to Work fees: (see cover letter of 6/27/07 from union) *lt*

January 1, 2009 -

Area 3 - \$.45

\$.45 to be allocated to Wages

NOTE:

Senior Stroker / Stagger received 50% BHR of Drywall/Lathing and the ff. fringes: H/W Annuity + indicated Pension* amt. also 1/26/06 Fee

C.L.

86157 1

Article 27 (Payment of Wages) – Add the following language:

An individual employer may pay employees utilizing direct deposit, as provided under California law. Payment by direct deposit shall be at the employee's option and not as a condition of employment. Late deposits shall be subject to Section 31, paragraph 3. Final compensation shall be paid by check.

Article 29 (Tools and Equipment) – Modify as follows:

The maximum reimbursement for loss of tools shall be changed from \$500 to \$750.

Paid Sick Leave Ordinances

Parties agree to enter into a Letter of Understanding waiving the San Francisco Paid Sick Leave Ordinance and any other city, county or other local ordinance requiring mandatory paid sick leave.

All other terms and conditions of the 2003-2008 Master Labor Agreement by and between the Northern California Drywall Contractors Association and the Carpenters 46 Northern California Counties Conference Board shall remain unchanged.


Carpenters 46 No. California Counties Conference Board

6-26-07
Date


Carpenters 46 No. California Counties Conference Board

6-26-07
Date


Northern California Drywall Contractors Association

6-26-07
Date

Northern California Drywall Contractors Association

Date

Ch

 8

31-X-14

AMENDMENTS AND MODIFICATIONS TO THE DRYWALL / LATHING
46 NORTHERN CALIFORNIA COUNTIES MASTER AGREEMENT
EFFECTIVE DECEMBER 1, 2003 THROUGH JULY 31, 2008

This Agreement, made and entered into this 1st day of December 2003, by and between the NORTHERN CALIFORNIA DRYWALL CONTRACTOR ASSOCIATION (NCDCA), and its respective members, herein referred to collectively as the Contractors Association, and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, on behalf of the Regional Council and affiliated Local Unions having jurisdiction in the 46 Northern California Counties, hereinafter referred to as the Union. This Agreement, amends, modifies, supplements, changes, extends, and renews the Agreements dated August 1, 1974, August 1, 1977, August 1, 1980, August 1, 1983, August 1, 1986, August 1, 1988, August 1, 1992, August 1, 1996, August 1, 1999, and is effective December 1, 2003.

TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the 1st day of December, 2003 through the 31st day of July 2008, and shall continue thereafter unless either party, not more than ninety (90) days nor less than sixty (60) days prior to the 31st day of July, 2008 or not more than ninety (90) days nor less than sixty (60) days prior to the 31st day of July of any subsequent year in which the Master Agreement may terminate serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement.

Modify provisions of Article 1 (Work and Area Covered) to read as follows:

D Add: "Tackboard"

E - 5 Asbestos
Delete paragraph

Add- "The erection and dismantling of scaffold and/or other related containment work, performed in association with the removal of asbestos or other hazardous materials."

Modify provisions of Article 2 (Subcontracting) to read as follows:

(1) Add - "Signatory" in front of Contractor in first line

(3) Change to read: "Notwithstanding any provisions of this Article, the contractor may subcontract stocking and scrapping to any contractor who is signatory to this agreement."

Modify provisions of Article 8 (General Conditions) to read as follows:

(1) Strike the words: "*prima facie*"

(3) Update to current Federal Standards.

RECEIVED
Department of Industrial Relations

DEC 09 2003

Div. of Labor Statistics & Research
Chief's Office

RAB

W7

(6) The fourth sentence shall be modified to read: "If the Contractor is found to have materially breached the Agreement, which shall be defined as having a liability to its employees or to the Drywall Trust Funds in an amount in excess of \$10,000, which liability is not the result of clerical errors, then the cost of the audit shall be borne by the Contractor."

(7)A Change to read: "***Each General Contractor and sub-contractor*** shall secure the payment..."

(7)A Increase surety bond from \$10,000 to \$20,000.

(7)B Increase fee from \$250 to \$500.

(7)C Add to the end of the sentence: ", whichever is less."

Modify provisions of Article 9 (Grievance Procedure) to read as follows:

(3) Increase surety bonding requirement to \$40,000

Modify provisions of Article 15 (Trust Funds) to read as follows:

(1)B Add: Effective January 1, 2003, all Trust Fund contributions required to be paid pursuant to this Agreement shall be paid to the Carpenter Funds Administrative Office of Northern California, Inc.

(2)B To Read: The parties agree that all remaining Lather Trust Funds shall be merged into the Carpenters Trust Funds for Northern California on or before June 1, 2004. Until such time the merger takes place, the Employer shall contribute the required amounts pursuant to this Agreement to the Carpenters Fund Administrative Office of Northern California on a single report form, which will then be distributed if necessary to the remaining unmerged Trust Funds. Each individual employer who contributes or is obligated to contribute to any such Trust Fund as required shall be bound to such other Trust Funds or Plans to the same extent as he or it may be bound to the Trust referred to in Section 1@ of this Article.


Modify provisions of Article 21 (Workday) to read as follows:

Change paragraph 2 to read:

Upon submission of prior written notice by the individual employer to the appropriate District Office of the NCCRC, the regular work day may be changed to eight (8) consecutive hours (exclusive of the lunch period) between 7:00 AM and 5:00 PM. The regular work day may be changed to eight (8) consecutive hours (exclusive of the lunch period) between the hours of 6:00 AM and 3:00 PM by written approval of the appropriate District Office of the NCCRC. Once the regular work day is changed, it shall be for no less than five (5) consecutive days and may be changed only by written notification from the individual employer to the appropriate District Office of the NCCRC.

Add new paragraph to read:

A Drywall/Lather shall be entitled to pickup time, which shall be ample time, but not be less than five (5) minutes at the end of each work day. The particular amount of such pickup time shall be dependant upon accessibility to the area to which the employee is assigned. The amount of pickup time shall be determined by mutual agreement at a jobsite conference between representative of the individual employer and the Union.



- (3) Add: The Employer may, at his/her discretion, provide the required ten (10) minute afternoon break immediately after the thirty (30) minute meal period only in compliance with Wage Order 16.

Modify provisions of Article 27 (Payment of Wages) to read as follows:

Add the following sentence to the first paragraph:
Employees, that are required to drive a company vehicle, may be requested to provide a driving record as a condition of obtaining or retaining employment.

Modify provisions of Article 29 (Tools and Equipment) to read as follows:

Change first sentence to read:
"Employees shall furnish their own hand tools but shall not furnish, rent or lease: ladders, scaffolds, electric or battery powered drills or screw guns, roto-zips or routers, lasers of any kind, automotive equipment to be used for the purpose of hauling or delivering individual Employer's materials or equipment, or any kind of power operated machines or saws. The Employer shall furnish screw gun tips and shafts as well as bits for routers.

Modify provisions of Article 32 (Stocking, Scrapping and Clean-up) to read as follows:

Add new paragraph after the fifth paragraph to read:
Senior Stocker / Scraper: The rate for a Stocker / Scraper who has been employed by the same contractor for 2000 hours (consecutively or cumulatively) shall become 50% of Journeyman rate plus Health and Welfare, Vacation, Work Dues and Annuity.

Modify Article 33 (Wages and Fringe Benefits) as follows:

(All wage rates are effective as of August 1st, fringe benefit increases are effective July 1st of each year.)

July 1, 2003 –

{Wages/benefits are the same as those contained in the current agreement as allocated by the most recent survey.}

9 Counties Area

\$1.00 to be allocated to Wages
\$.15 to be allocated to Health & Welfare
\$.10 to be allocated to Vacation

3 Counties and 34 Counties Areas:

\$.25 to be allocated to Wages
\$.15 to be allocated to Health & Welfare
\$.10 to be allocated to Vacation

9 Counties Area: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano & Sonoma.

3 Counties Area: Monterey, San Benito & Santa Cruz.

RJB

WJ

34 Counties Area: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo & Yuba.

December 1, 2003 -

All Areas - <\$.71>

For extended employers, waive \$.71 per hour for a seven (7) month period.
(December 1, 2003 through June 30, 2004):

- \$.49 from Work Fee (Supplemental Dues)
- \$.12 from Industry Promotion
- \$.04 from UBC Health & Safety, UBC National Apprenticeship
- \$.06 from Contract Work Preservation

July 1, 2004 -

All Areas - \$1.80

- \$.50 to be allocated to Wages
- \$1.00 to be allocated to Health & Welfare
- \$.15 to be allocated to Pension
- \$.05 to be allocated to Vacation
- \$.05 to be allocated to Training
- \$.05 to be allocated to D./L.L.M.C.C., Inc

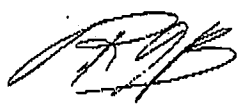
Work Fees to be increased by 1/8% to 2.375%

July 1, 2005 -

All Areas - \$2.00

- \$1.00 to be allocated to Wages
- \$.50 to be allocated to Health and Welfare and up to .25 additional, if necessary*
- \$.20 to be allocated to Pension
- \$.05 to be allocated to Vacation
- \$.25 to be allocated to Annuity and / or Health and Welfare

*If needed to maintain existing benefits, as determined by the Trustees, an additional matching amount of up to \$.25 shall be contributed by Employers.



July 1, 2006 -

All Areas - \$2.05

\$1.00 to be allocated to Wages
\$.50 to be allocated to Health & Welfare
\$.15 to be allocated to Pension
\$.05 to be allocated to Vacation
\$.05 to be allocated to Training
\$.05 to be allocated to D./L.L.M.C.C., Inc
\$.25 to be allocated to Annuity and / or Health and Welfare

Work Fees to be increased by 1/8% to 2.5%

July 1, 2007 -

All Areas - \$2.00

\$1.00 to be allocated to Wages
\$.50 to be allocated to Health and Welfare and up to .25 additional, if necessary*
\$.20 to be allocated to Pension
\$.05 to be allocated to Vacation
\$.25 to be allocated to Annuity and / or Health and Welfare

*If needed to maintain existing benefits, as determined by the Trustees, an additional matching amount of up to \$.25 shall be contributed by Employers.

Employers that elect not to extend their agreement with the Union in 2007 shall be required to contribute an additional \$.50 per hour to the Building Industry Trust Fund.

The Union reserves the right to reallocate wage and fringe benefit amounts during the term of the agreement, excluding the minimum pre-allocated Health & Welfare amounts.

The following changes apply to the "\$25 Million Dollar Clause" in the 3 and 34 County areas:

December 1, 2003

For employers signed to the new agreement, projects with a total base bid value of \$25 million or more in the 3 and 34 Counties areas, bid or negotiated after the effective date of this Agreement and prior to August 1, 2004, wage rates for the duration of the project shall be \$3.50 per hour above the applicable 3 or 34 Counties' wage rates, with the exception of wood frame residential construction of 3 stories or less which shall not be subject to this provision. Existing projects shall be grandfathered at August 1, 2003 rates for the remainder of the project.

August 1, 2004

For projects with a total base bid value of \$50 million or more in the 3 and 34 Counties areas, bid or negotiated on or after August 1, 2004 and prior to August 1, 2007, wage rates for the duration of the project shall be \$3.50 per hour above the applicable 3 or 34 Counties' wage rates, with the exception of wood frame residential construction of 3 stories or less which shall not be subject to this provision.



August 1, 2007

For projects with a total base bid value of \$50 million or more in the 3 and 34 Counties areas, bid or negotiated on or after August 1, 2007, wage rates for the duration of the project shall be the applicable 3 or 34 Counties' wage rates.

Additional Language Changes:

The term "Supplemental Dues" shall be changed to "Work Fee".

Add "Willits" to the cities listed in Article 30 (Travel and Subsistence).

Move the provisions setting forth the four designated off days for each year from Article 22 (Work Week) to Article 23 (Holidays).

The parties agree to amend and extend the following Carpenters Work Preservation Committee decisions, for the duration of the extended Agreement, as follows:

Private Work- \$2 ~~\$5~~ Million or less


For projects bid or negotiated on or after the effective date of this Agreement, the wage rates on all privately financed construction work coming within the recognized jurisdiction of the Union of ~~\$2,000,000~~ \$5,000,000 or less in the 34 Counties area shall be eighty percent (80%) of the journeyman wage rates set forth in the Master Labor Agreement. Fringe benefits shall be paid in accordance with the Master Labor Agreement.

The existing Substance Abuse Policy shall be modified as follows:

The parties agree to allow employers to use, on a voluntary basis, the Avitar or Oratect oral fluid test or an equivalent approved by the bargaining parties as an effective low-cost tool for substance abuse screening for pre-hire, time of dispatch screening only. Testing procedures shall be conducted in a manner consistent with the product manufacturers' specifications.
{Dispatched members who fail this saliva pre- test will be sent for standard urine testing.}

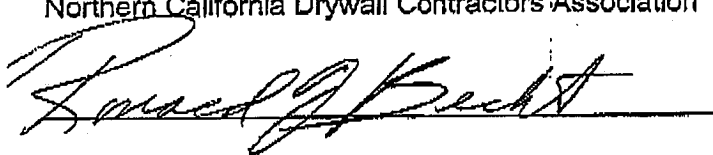
The parties agree to adopt both the post-accident testing and Teamsters Addiction Program (T.A.P.) provisions contained in the Northern California Construction Teamsters Joint Labor-Management Substance Abuse Policy, subject to unilateral management approval. The cost of administration for the T.A.P. shall be provided through an additional contribution by all individual employers to the Health & Welfare Trust.

{Members who are directly, or indirectly, involved in work related accidents involving property damage or bodily injury that requires medical care or work related accidents which would likely result in property damage or bodily injury shall be subject to testing. The innocent victims of an accident will not be subject to a test unless probable cause exists. T.A.P. is a confidential, comprehensive substance abuse recovery program.}



All other terms and conditions of the 1999-2004 Master Labor Agreement by and between the Northern California Drywall Contractors Association and the Carpenters 46 Northern California Counties Conference Board shall remain unchanged.

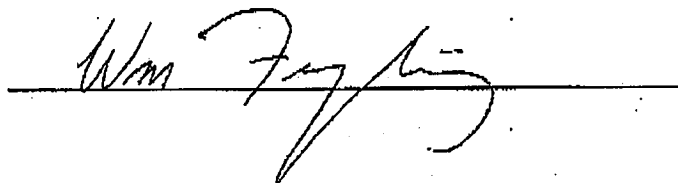
Northern California Drywall Contractors Association



10/31/03
Date

Date

Carpenters 46 Northern California Counties Conference Board



10-31-03
Date

Date

WJ

**NORTHERN CALIFORNIA
DRYWALL/LATHING
MASTER AGREEMENT
between
NORTHERN CALIFORNIA
DRYWALL CONTRACTORS
ASSOCIATION**

DL
7/5

**and
CARPENTERS 46
NORTHERN CALIFORNIA
COUNTIES CONFERENCE**

BOARD

of the

**UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF
AMERICA AFL-CIO**

RECEIVED
Department of Ind. Affairs

JUL 03 2001

Div. of Labor Statistics
Chief's Office

RECEIVED
Department of Industrial Relations
JUL 03 2001
Div. of Labor Statistics & Research
Chief's Office

AUGUST 1, 1999 to JULY 31, 2004

These employees, laid off or discharged shall be paid in at the time of layoff or discharge. The employee shall not receive waiting time from the time of layoff or discharge until all monies due are collected. (For matters of computation, his/her pay status shall continue for each calendar day until pay is received; provided, however, that more than eight (8) hours pay shall be charged for any calendar day. Waiting time shall not exceed thirty (30) calendar days.) This Article does not preclude the right of a person to seek any legal remedy available.

Any employee under normal circumstances except as otherwise provided herein shall be required to put in a full eight (8) hour day unless laid off or told to leave the job by the employer, in which case he shall be paid in accordance with this Article.

ARTICLE 27 PAYMENT OF WAGES

All wages due workers must be paid weekly on the designated day by the Employer on the job site prior to the end of the shift. Each worker shall be furnished with a detachable check stub showing the Employer's name and address, the worker's name and/or Social Security number, total straight time hours, total overtime hours, total expense reimbursements, the payroll period for which the check is applicable, and all deductions. The Employer shall maintain an adequate time record identifying the individual worker by setting forth a daily record of hours worked by each such worker. The worker will not be required to sign a waiver of the right to receive his current wages. Except for delays in delivery of paychecks beyond the control of the Employer, a worker not receiving wages on a designated pay day shall receive straight-time wages for waiting time for all days at eight (8) hours per day regardless of the day of the week in addition to his regular wages for hours worked. No workers applying for employment shall be required to sign or fill out any form, document, or questionnaire pertaining to medical history or medical condition as a condition of hiring or retaining employment.

After the first known payroll check has not properly cleared the bank, the Union may demand that all future payments of wages shall be made by certified check or cash. In either case, the accompanying payroll records shall be included. The Union has the obligation to notify the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., or its successor, as well as all other Trust Funds of the names of any contractor whose payroll checks are not honored by his bank.

Good cause appearing, a Union representative or his agent shall have the right to examine the payroll records of an Employer on reasonable notice for the purpose of investigating compliance with the terms of this Agreement.

ARTICLE 28 PARKING

In the event free parking facilities are not available within 1320 feet (measured by most direct route on a dedicated vehicular public thoroughfare) of a job site, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the individual Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost hereof such reimbursement to be made on a weekly basis or at the conclusion of the project whichever occurs earlier.

ARTICLE 29 TOOLS AND EQUIPMENT

Employees shall furnish their own tools but shall not furnish, rent, or lease: ladders, miter boxes, electric drills, automotive equipment to be used for the purpose of hauling or delivering individual Employer's materials or equipment, or any kind of power operated machines or saws. Each employee shall arrive on the job with tools in proper condition. To implement this Article, the individual employee shall provide a tool box with a lock.

When the individual Employer shall provide a reasonably secure place for his employees to keep their tools and the individual employee's full kit of working tools is lost by reason of fire or theft while in the individual Employer's care, the individual Employer shall reimburse the employee for such loss up to a maximum of \$500.00. Within two (2) working days from the date of the claim for loss of tools as provided herein, the individual Employer shall acknowledge liability therefore or reject the claim.

Failure on the part of the individual Employer to comply with the provisions hereof shall be referred to the Joint Adjustment Board.

Employee's vehicles shall not be used for transportation of materials or tools owned by or subject to the control of the Employer exceeding 100 pounds.

ARTICLE 30 TRAVEL AND SUBSISTENCE

1. On all work covered by this Agreement, as described in this Article, the following shall apply effective July 1, 2000. All jobs bid or awarded, or under construction prior to July 1, 2000, shall be completed under Subsistence requirements in effect prior to July 1, 2000.

(a) No subsistence shall be paid on any job or project located less than fifty (50) road miles from any city hall or post office in the following cities:

Eureka	Santa Rosa
Monterey	Visalia
Fresno	Redding
Kings Beach	South Lake Tahoe
Auburn	Chico
Cloverdale	Woodland
Oakland	Jackson
Manteca	San Jose
Merced	

(b) On any job or project located fifty (50) or more road miles from a city hall or post office located in a city listed in paragraph 1(a), subsistence shall be paid at the rate of twenty-five dollars (\$25.00) per day. The individual employer shall pay to each employee covered by this Agreement the amount shown above for each day's work in addition to their regular and overtime wages as subsistence.

(c) The area known as Geysers is a ten dollar (\$10.00) subsistence zone.

(d) Work performed at the Mt. Hamilton Observatory or facilities adjacent thereto shall be a subsistence zone.

2. Exemption to the requirement for payment of subsistence:

The individual employer shall not be required to pay subsistence to employees covered by this Agreement where employees are employed to work:

- (a) At the individual employer's permanent yard;
- (b) At the individual employer's permanent shop;
- (c) On buildings of three (3) stories or less which are a part of a residential construction project located within the subsistence area;

(d) On streets, roadways and utilities, which are a part of a residential construction project of buildings of three (3) stories or less, located within the subsistence area. This exemption does not apply to camps, highways, dams, tunnels or similar heavy engineering projects.

3. On all other work located within the subsistence area when any employee works two (2) or more hours in any one (1) day, he/she shall be paid the subsistence allowance for that day. Such pay shall be paid to employees by separate check.

4. The individual employer's daily charge for board and lodging on jobs where subsistence is paid shall not exceed the daily subsistence allowance paid the employee.

5. Such payments for subsistence shall be excluded from the wages of the employee for the purpose of the Fair Labor Standards Act and shall be paid to such employee by check weekly and identified separately therein. Subsistence is defined as reimbursement for food, lodging and living expenses out of town and is not a wage or reimbursement for time spent going to or from the job site.

6. If an employee is transported by the individual employer from a permanent yard or shop located in a free zone to work in a subsistence zone and transported back to the same permanent yard or shop in a free zone, all on the same day, on the individual employer's time, he shall not receive subsistence.

7. Both parties agree to meet and confer relative to subsistence where extremely adverse conditions exist with respect to job site access.

Any employee may refuse, without penalty, work requiring an overnight stay.

ARTICLE 31 HANDICAPPED WORKERS

A person who is incapacitated by age, physical or mental handicap, temporary disabilities, or other infirmities may be employed at an hourly wage rate below the minimum established for this Agreement provided he shall have first obtained written permission from the Union, and the rate set shall be subject to the approval of the Union.